

BENEDICT O'MAHONEY (Bar No.152447)  
TERRA LAW  
177 Park Avenue, Third Floor  
San Jose, California 95113  
Telephone: 408-299-1200  
Facsimile: 408-998-4895  
Email: bomahoney@terralaw.com

JONATHAN T. SUDER (*Pro Hac Vice To Be Filed*)  
CORBY R. VOWELL (*Pro Hac Vice To Be Filed*)  
TODD I. BLUMENFELD (*Pro Hac Vice To Be Filed*)  
FRIEDMAN, SUDER & COOKE  
Tindall Square Warehouse No. 1  
604 East 4<sup>th</sup> Street, Suite 200  
Fort Worth, Texas 76102  
Telephone: (817) 334-0400  
Facsimile: (817) 334-0401  
Email: jts@fsclaw.com  
Email: vowell@fsclaw.com  
Email: blumenfeld@fsclaw.com

Attorneys for Plaintiff  
SOFTVAULT SYSTEMS, INC.

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN JOSE DIVISION**

SOFTVAULT SYSTEMS, INC.

Plaintiff,

vs.

DASSAULT SYSTEMES SOLIDWORKS  
CORPORATION,

Defendant.

CASE NO.

**COMPLAINT FOR INFRINGEMENT  
OF  
U.S. PATENT NOS. 6,249,868 AND  
6,594,765**

**JURY TRIAL DEMANDED**

1 Plaintiff SOFTVAULT SYSTEMS, INC. files its Complaint against Defendant  
2 DASSAULT SYSTEMES SOLIDWORKS CORPORATION, alleging as follows:

3 **THE PARTIES**

4 1. Plaintiff SOFTVAULT SYSTEMS, INC. (“SOFTVAULT”) is a corporation  
5 organized and existing under the laws of the State of Washington with its principle place of  
6 business in the State of Washington.

7 2. Upon information and belief, DASSAULT SYSTEMES SOLIDWORKS  
8 CORPORATION (“Defendant” or “SolidWorks”) is a corporation organized and existing under  
9 the laws of the State of Delaware, with its principal place of business in Waltham,  
10 Massachusetts. Defendant may be served with process through its registered agent CT  
11 Corporation System, 818 West Seventh Street, 2<sup>nd</sup> Floor, Los Angeles, CA 90017.

12 **JURISDICTION AND VENUE**

13 3. This is an action for infringement of United States patents. This Court has  
14 exclusive jurisdiction of such action under Title 28 U.S.C. § 1338(a).

15 4. Upon information and belief, SolidWorks is subject to personal jurisdiction by  
16 this Court. SolidWorks has committed such purposeful acts and/or transactions in the State of  
17 California that it reasonably knew and/or expected that it could be haled into a California court  
18 as a future consequence of such activity. SolidWorks makes, uses, and/or sells infringing  
19 products within the Northern District of California and has a continuing presence and the  
20 requisite minimum contacts with the Northern District of California, such that this venue is a fair  
21 and reasonable one. Upon information and belief, SolidWorks has transacted and, at the time of  
22 the filing of this Complaint, is continuing to transact business within the Northern District of  
23 California. For all of these reasons, personal jurisdiction exists and venue is proper in this Court  
24 under 28 U.S.C. §§ 1391(b)(1), (2) and (c)(2) and 28 U.S.C. § 1400(b).

25 **PATENTS-IN-SUIT**

26 5. On June 19, 2001, United States Patent No. 6,249,868 BI (“the ‘868 Patent”) was  
27 duly and legally issued for “METHOD AND SYSTEM FOR EMBEDDED, AUTOMATED,  
28 COMPONENT-LEVEL CONTROL OF COMPUTER SYSTEMS AND OTHER COMPLEX

1 SYSTEMS.” A true and correct copy of the ‘868 Patent is attached hereto as Exhibit A and  
2 made a part hereof.

3 6. On July 15, 2003, United States Patent No. 6,594,765 B2 (“the ‘765 Patent” was  
4 duly and legally issued for “METHOD AND SYSTEM FOR EMBEDDED, AUTOMATED,  
5 COMPONENT-LEVEL CONTROL OF COMPUTER SYSTEMS AND OTHER COMPLEX  
6 SYSTEMS.” A true and correct copy of the ‘765 Patent is attached hereto as Exhibit B and  
7 made a part hereof.

8 7. The ‘868 Patent and the ‘765 Patent are sometimes referred to herein collectively  
9 as “the Patents-in-Suit.”

10 8. As it pertains to this lawsuit, the Patents-in-Suit, very generally speaking, relate to  
11 a method and system of protecting electronic, mechanical, and electromechanical devices and  
12 systems, such as for example a computer system, and their components and software from  
13 unauthorized use. Specifically, certain claims of the ‘868 and ‘765 Patents disclose the  
14 utilization of embedded agents within system components to allow for the enablement or  
15 disablement of the system component in which the agent is embedded. The invention disclosed  
16 in the Patents-in-Suit discloses a server that communicates with the embedded agent through the  
17 use of one or more handshake operations to authorize the embedded agent. When the embedded  
18 agent is authorized by the server, it enables the device or component, and when not authorized  
19 the embedded agent disables the device or component.

20 **FIRST CLAIM FOR RELIEF**

21 **(Patent Infringement)**

22 9. SoftVault repeats and realleges every allegation set forth above.

23 10. SoftVault is the owner of the Patents-in-Suit with the exclusive right to enforce  
24 the Patents-in-Suit against infringers, and collect damages for all relevant times, including the  
25 right to prosecute this action.

26 11. Upon information and belief, SolidWorks is liable under 35 U.S.C. §271(a) for  
27 direct infringement of the Patents-in-Suit because it manufactures, makes, has made, uses,  
28

1 practices, imports, provides, supplies, distributes, sells, and/or offers for sale products and/or  
2 systems that practice one or more claims of the Patents-in-Suit.

3 12. More specifically, SolidWorks infringes the Patents-in-Suit because it  
4 manufactures, makes, has made, uses, practices, imports, provides, supplies, distributes, sells,  
5 and/or offers for sale products and systems which prevent unauthorized use of a computer system  
6 through the ability to enable or disable the operation of a device's components through an  
7 authorization process performed by an embedded agent in the application software and a server.  
8 All SolidWorks products which include its product activation features have, at a minimum, in the  
9 past directly infringed and continue to directly infringe at least Claim 44 of the '868 Patent, as  
10 well as at least Claim 11 of the '765 Patent. These infringing products include, but are not  
11 limited to, SolidWorks Standard, SolidWorks Professional, SolidWorks Premium, SolidWorks  
12 Simulation Premium, SolidWorks Flow Premium, SolidWorks Plastics, SolidWorks  
13 Sustainability, SolidWorks Enterprise Product Data Management, SolidWorks Electrical  
14 Professional, SolidWorks Electrical 3D, SolidWorks Electrical Schematic.

15 13. SolidWorks includes the product activation features in its software applications to  
16 enforce licensing policies and ensure that only authorized copies of SolidWorks software may be  
17 installed and used on a computer. The product activation feature requires that a portion of the  
18 code in the installed SolidWorks application communicate with a SolidWorks license server over  
19 the Internet to activate (or enable) the application. Upon installation of a SolidWorks application,  
20 the product activation feature prompts a user to activate the application by entering in a product  
21 key. The license server exchanges messages constituting a handshake operation with the product  
22 activation code in the application to determine whether the license for the application is valid.  
23 When the product activation code is authorized by the license server, it enables the application in  
24 which it is embedded to operate normally. When the product activation code is not authorized  
25 by the license server, the application is disabled.

26 14. SolidWorks has actual notice of the Patents-in-Suit at least as early as the filing of  
27 this Complaint.  
28

1           15.     SoftVault has been damaged as a result of SolidWorks' infringing conduct.  
2 SolidWorks is, thus, liable to SoftVault in an amount that adequately compensates SoftVault for  
3 SolidWorks' infringement, which, by law, cannot be less than a reasonable royalty, together with  
4 interest and costs as fixed by this Court under 35 U.S.C. § 284.

5                                   **PRAYER FOR RELIEF**

6           SoftVault requests that the Court find in its favor and against SolidWorks, and that the  
7 Court grant SoftVault the following relief:

- 8           a.     Judgment that one or more claims of the Patents-in-Suit have been infringed,  
9                 either literally and/or under the doctrine of equivalents, by SolidWorks;
- 10          b.     Judgment that SolidWorks account for and pay to SoftVault all damages to and  
11                 costs incurred by SoftVault because of SolidWorks' infringing activities and other  
12                 conduct complained of herein;
- 13          c.     That SolidWorks, its officers, agents, servants and employees, and those persons  
14                 in active concert and participation with any of them, be permanently enjoined  
15                 from infringement of the Patents-in-Suit. In the alternative, if the Court finds that  
16                 an injunction is not warranted, SoftVault requests an award of post judgment  
17                 royalty to compensate for future infringement;
- 18          e.     That SoftVault be granted pre-judgment and post-judgment interest on the  
19                 damages caused to it by reason of SolidWorks' infringing activities and other  
20                 conduct complained of herein;
- 21          f.     That this Court declare this an exceptional case and award SoftVault its  
22                 reasonable attorney's fees and costs in accordance with 35 U.S.C. § 285; and
- 23          g.     That SoftVault be granted such other and further relief as the Court may deem just  
24                 and proper under the circumstances.

25                                   **JURY DEMAND**

26           Plaintiff hereby requests a trial by jury pursuant to Rule 38 of the Federal Rules of Civil  
27 Procedure.

1  
2 DATED: July 16, 2014.

/s/ Benedict O'Mahoney

3 Benedict O'Mahoney  
4 (Bar No.152447)  
5 TERRA LAW  
6 177 Park Avenue, Third Floor  
7 San Jose, California 95113  
8 Telephone: 408-299-1200  
9 Facsimile: 408-998-4895  
10 Email: bomahoney@terralaw.com

11 Attorney for Plaintiff  
12 SOFTVAULT SYSTEMS, INC.

13 Of Counsel:

14 Jonathan T. Suder  
15 Corby R. Vowell  
16 Todd Blumenfeld  
17 FRIEDMAN, SUDER & COOKE  
18 Tindall Square Warehouse No. 1  
19 604 East 4<sup>th</sup> Street, Suite 200  
20 Fort Worth, Texas 76102  
21 Telephone: (817) 334-0400  
22 Facsimile: (817) 334-0401  
23 Email: jts@fsclaw.com  
24 Email: vowell@fsclaw.com  
25 Email: blumenfeld@fsclaw.com

26  
27  
28  
4850-4630-6588, v. 1